SIOUX FALLS NAMING COMMITTEE

Friday, May 17, 2019
1:30 PM

City Center, 1st Floor, Cooper Conference Room #110
231 North Dakota Avenue
Sioux Falls, SD 57104

MEETING ASSISTANCE: UPON REQUEST, ACCOMMODATIONS FOR MEETINGS WILL BE PROVIDED FOR PERSONS WITH DISABILITIES. PLEASE CONTACT THE HUMAN RELATIONS OFFICE, FIRST FLOOR, CITY HALL, 224 WEST 9TH STREET, SIOUX FALLS, SD AT 367-8745 (VOICE) OR 367-7039 (TDD) 48 HOURS IN ADVANCE OF THE MEETING.

MEETING AGENDA

ITEM 1. CALL TO ORDER AND QUORUM DETERMINATION

ITEM 2. WELCOME AND INTRODUCTIONS

ITEM 3. APPROVAL OF REGULAR AGENDA for May 17, 2019 Meeting

ITEM 4. REVIEW & ACTION ON November 17, 2017 Meeting Minutes

ITEM 5. REVIEW & ACTION ON BYLAWS AMENDMENT - Public Comments on Non-agenda Items

ITEM 6. PUBLIC INPUT ON NON-AGENDA ITEMS (Chairperson)
(5-minute comment period per individual)

ITEM 7. REVIEW & ACTION on Naming Application 2019-04-01 for naming city property from “Leinenkugel Lodge” to “Coors Light Cold Zone” on the Main Concourse Level in the Denny Sanford PREMIER Center located at 1201 N West Avenue.
Presenter(s) – Michael Krewson and Rick Huffman, SMG

ITEM 8. REVIEW & ACTION ON 2017 and 2018 Annual Reports

ITEM 9. OTHER BUSINESS

ITEM 10. ANNOUNCEMENTS
NEXT MEETING – Friday, August 126, 2019, 1:30 p.m., City Center, 1st Floor, Cooper Conference Room #110, located at 231 North Dakota Avenue based upon receipt of new application(s) or business.

ITEM 11. ADJOURNMENT

Posted by rls on 5-13-2019
DRAFT SPECIAL MEETING MINUTES
SIOUX FALLS NAMING COMMITTEE
Friday, November 17, 2017
1:30 p.m.
City Hall Commission Room
224 W 9th Street
Sioux Falls SD 57104
(Staff Liaison: Mike Cooper: 367-8888)

MEMBERS PRESENT: Mike Cooper (Director of Planning & Building Services); Matt Burns (Police Chief); Dean Borchardt, Alternate for Mark Cotter (Director of Public Works); Kelby Mieres, Alternate for Don Kearney (Director of Parks & Recreation); Brad Goodroad (Fire Rescue Chief); Jodi Fick (Siouxland Libraries); Amy Pokels (Citizen Member); Mark Young (Citizen Member).

MEMBERS ABSENT: Don Kearney, Director of Parks & Recreation – excused; Mark Cotter, Director of Public Works – excused.

OTHERS PRESENT: Darrin Smith (Director of Washington Pavilion); Russ Sorensen (Urban Planner)

ITEM 1. CALL TO ORDER & QUORUM DETERMINATION
Naming Committee Chairperson, Mike Cooper, called the special meeting to order at 1:31 p.m.

ITEM 2. WELCOME & INTRODUCTIONS
Naming Committee Chairperson, Mike Cooper, welcomed the Naming Committee members and guest.

ITEM 3. APPROVAL OF REGULAR AGENDA for November 17, 2017 Meeting
Naming Committee Chairperson, Mike Cooper, asked if there were any changes to the meeting agenda. Committee members expressed no changes to the regular meeting agenda. Dean Borchardt made a motion to approve the meeting agenda. Committee member Police Chief Matt Burns seconded the motion. The meeting agenda was unanimously approved, as presented.

ITEM 4. Election of Vice Chairperson for City Naming Committee
Naming Committee Chairperson, Mike Cooper, asked if there were any volunteers to accept being nominated as Vice Chairperson for the Naming Committee. Matt Burns (Police Chief), volunteered to serve as Vice Chairperson for the City Naming Committee. Committee member Mark Young made a motion to nominate Chief Matt Burns to serve as Vice Chairperson for the Naming Committee. Committee member Police Chief Matt Burns seconded the motion. The motion was unanimously approved for Police Chief Matt Burns to serve as Vice Chairperson for the City Naming Committee.
ITEM 5. REVIEW & ACTION on August 18, 2017 Meeting Minutes
Naming Committee Chairperson, Mike Cooper, requested a motion to approve the August 18, 2017 meeting minutes. Committee member Jodi Fick made a motion to approve the meeting minutes as presented. Committee member Amy Pokela seconded the motion. The motion to approve the August 18, 2017 meeting minutes passed unanimously.

ITEM 6. REVIEW & ACTION on Naming Application 2017-010-01 for naming city property from "Discovery Gift Store" to "Jack's Imagination Lab" on second floor in the Washington Pavilion located at 301 South Main Avenue.
Presenter(s) – Darrin Smith, Washington Pavilion Management, INC.

Applicant, Darrin Smith, representing Washington Pavilion Management, presented the application to rename city property from "Discovery Gift Store" to "Jacks' Imagination Lab" on second floor at the Washington Pavilion. The space is approximately 600 square feet in area. Mr. Smith commented The Gift Store had operated without profit at the Pavilion for the last 18 years. This proposal by South Dakota State University (SDSU) started as a new sponsorship opportunity and has moved forward to a renaming opportunity for patron engagement in the Sioux Falls market. During the year, over 80,000 patrons visit the Washington Pavilion which provides a science, technology, engineering, and math learning experience and opportunity for potentially future SDSU students.

Mr. Smith expressed that a few years ago an inventory asset and sponsorship evaluation, funded by the City Of Sioux Falls, for the Washington Pavilion, was conducted to determine potential naming opportunities and associated added values for future partnership and sponsorship naming opportunities at the Washington Pavilion. He distributed copies of the evaluation to committee members.

Mr. Smith mentioned the SDSU agreement value for naming this space exceeds the evaluation study that was conducted. He noted there is a five year agreement with SDSU for $25,000 annually, for the naming rights of this space, ending in June 2022. Committee member, Mark Young, commented the agreement terms are from July 2017 through June 2022 and inquired if this is a concern. Mr. Smith responded this began as a sponsorship opportunity with SDSU and has since moved to being a renaming opportunity with them.

Committee Chairperson, Mike Cooper, commented the City Finance Director has reviewed the sponsorship naming agreement and expressed no objections.

There were no other public comments received.

Committee member Brad Goodroad made a motion to approve the naming application for naming city property from "Discovery Gift Store" to "Jack's Imagination Lab" on second floor in the Washington Pavilion, located at 301 South Main Avenue, as presented. Alternate committee member, Kelby Mieras, seconded the motion. The motion passed unanimously.

It was noted the city naming request and the committee’s recommendation would proceed onto the Mayor and City Council for their consideration at a public hearing in December 2017.

ITEM 7. OTHER BUSINESS
There was no other business considered by the Committee.
ITEM 8. PUBLIC INPUT
There were no other public comments received.

ITEM 9. ANNOUNCEMENTS
NEXT MEETING – Friday, December 15, 2017, 1:30 p.m., City Hall Commission Conference Rm
based upon receipt of new application(s) or business

ITEM 10. ADJOURNMENT
With no further business, Member Matt Burns made a motion to adjourn the meeting. Member Jodi
Fick seconded the motion. The motion passed unanimously and the meeting adjourned at
approximately 2:00 p.m.

HANDOUTS – November 17, 2017 Meeting
- November 17, 2017 Agenda
- August 18, 2017 Meeting Minutes
- One (1) Application 2017-10 - 01 for naming city property from "Discovery Gift Store" to "Jack's Imagination Lab" on the
  second floor in the Washington Pavilion located at 301 South Main Avenue.
Bylaws of the Sioux Falls Naming Committee
To Be Revised August 17, 2018

Article 1. Constitution

Provisions for establishment of the City Naming Committee (hereinafter Committee), are provided in Ordinance No. 22-13 as adopted by the Sioux Falls City Council on April 9, 2013, as incorporated under the laws of the State of South Dakota.

Article 2. Membership and Appointment

Section 1. A City Naming Committee is hereby established to review and provide recommendations regarding the proposed naming or renaming of City property as provided in Ordinance No. 22-13. The Committee shall consist of the following nine members:

(a) Director of Planning and Building Services (who shall serve as chairperson).
(b) Director of Public Works.
(c) Police Chief.
(d) Fire Chief.
(e) Director of Parks and Recreation.
(f) Director of Siouxland Libraries.
(g) Three representatives of the public at-large.

The three representatives of the public at-large shall be appointed with staggered terms by the Mayor with the advice and consent of the City Council. Following the initial appointments, the representatives of the public shall serve for a term of three years. The Committee shall meet at such times and places as deemed necessary to address requests under this subchapter. A quorum of at least five members shall be required to be present for the Committee to conduct business. Planning and Building Services shall provide administrative assistance to the Committee.

Section 2. Any public at-large member may withdraw from the Committee by giving written notice to the Mayor. Any vacancy in the membership of the Committee shall be filled in the same manner as for appointment and for the remainder of that member’s term.

Section 3. In the event that a member has three consecutive unexcused absences or five absences in a calendar year, the member’s position on the Committee will be reviewed by the Mayor.

Article 3. Meetings

Section 1. The Committee shall schedule at least four (4) meetings a year, with one during each calendar quarter. The chairperson of the Committee may cancel or postpone a meeting. Meeting dates for the following year shall be set on the last meeting date of each calendar year.

Section 2. Five Committee members presently appointed shall constitute a quorum for transacting official business.

Section 3. Special meetings of the Committee may be called at any time by the chairperson or two members.

Section 4. The members of the Committee shall be notified at least five days in advance of the time and place of regular and special meetings.
Section 5. All regular and special meetings of the Committee shall be open to the public.

Section 6. Unless otherwise specified, Roberts Rules of Order current edition shall guide the proceedings at meetings of the Committee.

**Article 3.1. Order of a Regular Meeting or Public Hearing**

1. Call to order and determination of quorum.
2. Welcome and introductions.
3. Approval of regular agenda.
4. Approval previous meeting minutes.
5. Public input on nonagenda items. (Chairperson.) (Five-minute comment period per individual.)
6. Items of the regular agenda presented.
7. Other business.
8. Announcements.

**Article 4. Officers and Committees**

Section 1. The officers of the Committee shall consist of a chairperson, a vice chairperson, and recording secretary.

Section 2. The chairperson supervises the conduct of the Committee's business and activities; serves, ex officio, on all committees; presides at meetings; signs all acts or orders necessary to carry out the will of the Committee; and may act as the representative of the Committee to outside persons and other organized boards as necessary.

Section 3. The vice chairperson has the full powers of the chairperson in his or her absence. In the absence of the chairperson, however, the vice chair cannot change rules and does not serve as an ex officio member of committees.

Section 4. The recording secretary serves as clerk for the Committee and carries out the official correspondence of the Committee. The recording secretary shall be the same individual as the official City staff liaison.

Section 5. Planning and Building Services' staff shall serve as the liaison between the Mayor, the City, and the Committee.

Section 6. If the chairperson and the vice chairperson are absent, Planning and Building Services' staff shall call the meeting to order and preside.

Section 7. Subcommittees may be appointed by the chairperson as voted by the Committee, as needed. Upon receipt of a written request, the chairperson may appoint an emergency subcommittee without a vote of the Committee to write a letter of advocacy or prepare a recommendation.

**Article 5. Election of Officers and Appointments**

Section 1. The vice chairperson of the Committee shall be elected annually by Committee members at a meeting during the first calendar quarter of each year, and be installed and assume their duties immediately.

Section 2. No officer shall be elected for more than two consecutive years. After the lapse of one year, he or she may be elected again to the same office.
Section 3. All appointed committees shall be appointed by the chairperson upon motion of the Committee. Their duties shall be specified in the motion. Their activities are limited to the purpose for which they were created, and after performing, their service ceases to exist.

Article 6. Special Circumstances

Section 1. If, during discussion or a vote on any agenda item, the topic is in conflict of interest with one of the Committee members, that member will make the other Committee members aware of the possible conflict of interest, may remove himself or herself from the discussion, and shall abstain from voting.

Section 2. The Director of Planning and Building Services will forward all naming proposal applications that involve a term of five (5) years or more, to the Director of Finance for review. A recommendation from the Director of Finance will be included as part of the application to be considered by the respective board or committee responsible for review.

Article 7. Letters of Advocacy

Section 1. Upon receipt of a written request, the chairperson of the Committee may appoint an emergency subcommittee to write a letter of advocacy or determination for a project or proposal in need of immediate action.

Section 2. The subcommittee shall consist of two to three Committee members, appointed by the chairperson, with staff and the chairperson serving as ex officio members.

Section 3. The letter of advocacy or determination will be signed by the chairperson of the Committee. If there is a conflict of interest, the chairperson shall designate the vice chairperson or recording secretary to sign the letter.

Section 4. The topic will be placed on the next meeting agenda, and a copy of the letter shall be presented to the Committee.

Article 8. Amendment

Section 1. These bylaws may be amended or new bylaws adopted at any regular or special meeting of the Committee.

Section 2. An amendment or new bylaw requires a two-thirds vote of the members present and voting.

Section 3. The amended or new bylaws shall go into effect after a period of 30 days has elapsed.
APPLICATION FOR
NAMING, RENAMING, OR COMMEMORATION
OF CITY-OWNED PROPERTIES, INCLUDING STREETS OR
BUILDING FACILITIES, AND INTERIOR SPACES, THEREOF.

To: Director of Planning and Building Services
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Director of Planning and Building Services:

I/we, the undersigned, do hereby petition the City of Sioux Falls, South Dakota, to approve the naming, renaming, or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, on the property described as:

Legal Description: (Please print or type):

Denny Sanford Premier Center

This is the north club space or the main concourse.

1281 N. West Ave.

Please Check Appropriate Application Category:

☐ Naming or Renaming
☐ City-Owned Street
   Please attach the petition signed by at least 60 percent of the number of owners of properties abutting the portion of the street to be renamed.
   Existing Name: ____________________________
   Proposed Name: ____________________________
   Proposed Rename, if applicable: ____________________________

☐ City-Owned Property—Park or Library
   Existing Name: ____________________________
   Proposed Name: ____________________________
   Proposed Rename, if applicable: ____________________________

☐ Other City-Owned Property (other than park property, or library property, or street)
   Existing Name: ____________________________
   Proposed Name: ____________________________
   Proposed Rename, if applicable: ____________________________

☐ Commemorative Designation
   A commemorative designation shall not change the official name of the street, building, or other City property, but shall allow for placement of the signs, plaques, or other items to be placed on the building or property or below the existing street signs.
   ☐ City-Owned Street
   ☐ City-Owned Property—Park or Library
   ☐ Other City-Owned Property (other than Park property, or Library property, or street)

   Existing Name: ____________________________
   Proposed Commemoration Rename: ____________________________

Petition No.: 2019-04-01
Date: Apr. 15, 2019
Acknowledgement

I understand that this application, if approved, applies only to naming or renaming or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, and is not approval or assurance of compliance with any other City regulation, code, or ordinance. Any information, technical assistance, or review comments by any City official are intended solely as information guidance, and are neither a determination of compliance nor binding on any agency with code enforcement responsibilities of the City.

Company: 
Petitioner Name (Print): 
Signature: 
Date: 4/19/19  
Phone: 605-367-7288  
Address: 1201 N. West Ave.  
Email: mike.knowsor@premier.com  
City State Zip

(Please complete below if owner is different than above)

Company: 
Petitioner Name (Print): 
Signature: 
Date:  
Phone:  
Address:  
Email:  
City State Zip

Office Use Only

Submit Date to Planning Office: Apr 19, 2019

Application Category
☐ City-Owned Property  
☐ City-Owned Street  
☒ City-Owned Building Facility  
☐ Commemoration

General Location or Street Address: 1201 N. West Avenue

Checked by:  
Date: 4-19-2019

Application Reviewers
☐ Library Board  
☐ Parks Board  
☐ Street Naming Committee  
☒ City Naming Committee

Review Date
Recommendation (Approve, Approve with Stipulations, or Deny)
Library Board
Parks Board
Street Naming Committee
City Naming Committee

City Council Disposition
Date
Final Action (Approve or Deny)
Ordinance No.
Resolution No.
Effective Date
EXHIBIT A
DAKOTA BEVERAGE
Sponsorship Rights & Benefits
April 3, 2019

1. TRADMARK RIGHTS & DESIGNATIONS
   a. Venue Designation
      i. Designation as a “Signature Partner of the Denny Sanford PREMIER Center.” This designation may be used in promotional materials and advertising throughout the year.

b. Trademark Rights/Intellectual Property
   i. Opportunity to use official Denny Sanford PREMIER Center Intellectual Property (venue name, logos, imagery) in all Dakota Beverage marketing, advertising, products and promotions.

c. Promotional Rights (Sweeps/Contests)
   i. Opportunity to develop consumer promotions/sweepstakes/contests, and community outreach programs with the Denny Sanford PREMIER Center throughout the year. The exact nature of the promotion and rules are subject to prior approval by SMG.

2. ENTITLEMENT ZONE NAMING RIGHTS
   a. Coors Light Zone
      i. Dakota Beverage will be the exclusive naming rights partner of the north entitlement zone on the main concourse, to be called the Coors Light Zone. The Coors Light Zone sits at “center ice” of the arena floor. This public-access area features two bars with high top tables and chairs and two drink rails overlooking the arena floor.
      ii. As the entitlement partner, Dakota Beverage will receive:
          1. One (1) 49” x 23” fixed, backlit brand name/logo placement on the zone fascia with inner bowl visibility for sporting events, concerts, and other arena events.
          2. Two (2) Coors Light Zone channel-cut sign on the two walls at the Zone entrance.
          3. Brand logo recognition on table tops inside the zone.
          4. Coors Light Zone name inclusion on wayfinding signage and maps throughout the venue.
          5. Recognition on the PREMIER Center’s web site as a Signature Partner, with a link to the Sponsor’s web site.
             a. OPERATOR shall be responsible for all first-time signage installation, except for the table tops.
iii. Dakota Beverage may choose to provide promotional distributions and on-site marketing opportunities inside the club, including activations for ticket giveaways to upcoming PREMIER Center events.

3. OTHER SIGNAGE
a. Dakota Beverage may place signage inside all concession areas of the PREMIER Center. OPERATOR and Dakota Beverage will mutually agree upon location and types of signage.
   i. Cost for the concession signage will be the responsibility of Dakota Beverage.

4. TICKET BANK
a. Dakota Beverage will receive a $7,000 ticket bank per year to use toward tickets to upcoming PREMIER Center events.
   i. Dakota Beverage will receive first right of opportunity to purchase tickets in the Coors Like Zone seating sections or bar rails
   ii. Any remaining ticket bank not used at the end of the year will not carry over to the next year and no refund will be issued for any unused portion of the ticket bank.

5. TERM & INVESTMENT
   a. Term
      i. This is a five (5) year Marketing Partnership between the Denny Sanford PREMIER Center and Dakota Beverage

b. Investment
   i. Year 1 (July 1, 2019 – December 31, 2019) = $37,500 (net)
      1. Payments: Due upon execution of this contract
   ii. Year 2 (January 1, 2020 – December 31, 2020) = $75,000 (net)
      1. Payments: 50% will be due January 2, 2020, and 50% will be due on July 1, 2020.
   iii. Year 3 (January 1, 2021 – December 31, 2021) = $75,000 (net)
      1. Payments: 50% will be due January 2, 2021, and 50% will be due on July 1, 2021.
   iv. Year 4 (January 1, 2022 – December 31, 2022) = $75,000 (net)
      1. Payments: 50% will be due January 2, 2022, and 50% will be due on July 1, 2022.
   v. Year 5 (January 1, 2023 – December 31, 2023) = $75,000 (net)
      1. Payments: 50% will be due January 2, 2023, and 50% will be due on July 1, 2023.

vi. Excluding the first payment, which shall be due upon execution of this contract, Operator shall provide Sponsor with an invoice no later than thirty (30) days prior to all due dates thereof.

2
SPONSORSHIP AGREEMENT
For
DENNY SANFORD PREMIER CENTER

1. Parties. This Sponsorship Agreement (this "Agreement"), is entered into by and between SMG (the "Operator") and Dakota Beverage (the "Sponsor") to be effective on the date of execution by SMG (the "Effective Date").

2. Term. This Agreement shall be effective on the Effective Date, however, Sponsorship Rights shall commence on July 1, 2019 and shall terminate on December 31, 2023, unless this Agreement is terminated earlier pursuant to the provisions hereof (the "Term").

   
a. Sponsor shall be a signature partner at the Denny Sanford PREMIER Center (the "PREMIER Center"). The sponsorship rights granted pursuant to this Agreement (the "Sponsorship Rights") are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

   b. Notwithstanding any other provisions of this Agreement, Sponsor acknowledges and agrees that PREMIER Center Tenants and/or Licensees are entitled to sell sponsorships, nonpermanent advertising, and promotional rights for their games and events at the PREMIER Center. Such nonpermanent advertising at the PREMIER Center during Tenant games and events shall include, but is not limited to, advertising on the scoreboard, LED ribbon board, dasher boards, ice floor and turf field, concourses, and other areas in and around the PREMIER Center. Sponsor acknowledges and agrees that PREMIER Center Tenants and/or Licensees are entitled to sell advertising for their games and/or events at the PREMIER Center, which advertising may be within the same business category as Sponsor.

   c. Notwithstanding anything herein to the contrary, the Operator reserves the right, in its reasonable discretion, to cover, remove, or not illuminate Sponsor signage and not include the Sponsor in promotional material during PREMIER Center events that are not controlled by the Operator, if required to do so pursuant to any written contracts or agreements entered into by the Operator with any unrelated third parties for use of the PREMIER Center; provided, however, the Operator will use commercially reasonable efforts to not be required to cover, remove or not illuminate such signage; and provided further, however, if the Operator learns or determines Sponsor signage must be covered, removed or not illuminated for any PREMIER Center event not controlled by Operator, the Operator will promptly notify the Sponsor so the Sponsor may attempt to negotiate to obtain the rights not to have such signage covered, removed or not illuminated. Examples of events not controlled by the Operator where Sponsor signage may be required to be covered, removed, or not illuminated include NCAA sponsored events, Olympic trials, religious events and political conventions. If, after use of such efforts, the Operator reasonably and in good faith determines the Sponsor signage must be covered, removed, or not illuminated, then the Operator will exercise due care in the removal or covering of, or disconnecting the electricity illuminating Sponsor signage and in replacing or uncovering, or reconnecting the electricity so as to illuminate, the Sponsor signage, and will be responsible for any and all damage to or loss of any such signage. The Sponsors’ signage will be replaced, uncovered or illuminated, as applicable, at no cost to the Sponsor, as soon as reasonably possible following the conclusion of the event for which removal, coverage or disconnection of electricity for illumination purposes is required.
4. **Compensation.**

   a. Sponsor shall pay to the Operator an annual fee for the Sponsorship Rights. The compensation schedule relating to the Sponsorship Rights is set forth in Exhibit A, attached hereto and incorporated herein by this reference. Sponsor represents and warrants to the Operator that it has not entered into and is not subject to any agreement, arrangement, or understanding with any individual or entity whereby such individual or entity is entitled to a fee or commission with respect to any amount payable under this Agreement.

5. **Advertisement Material.**

   The content and form of all advertising, sponsorship, and promotional material under this Agreement (the "Advertisement Material") shall be subject to the prior written approval of the Operator, which approval shall not be unreasonably withheld. Notwithstanding the previous sentence, the Operator and/or City have the right to register objections to the Advertisement Material which it believes does not reflect well on the City or its image. It shall be deemed reasonable for the Operator to reject, in whole or in part, any Advertisement Material that it, in its sole discretion, determines is inconsistent with this Agreement or the best interests of the PREMIER Center or may violate the rights of others.

   a. Unless otherwise set forth in Exhibit A, the Sponsor shall pay the initial costs of construction and installation of the Advertisement Material. Sponsor shall pay the costs of any subsequent change in the Advertisement Material that is requested by Sponsor or required by Operator pursuant to the terms of this Agreement.

   b. All positioning and placement of the Advertisement Material is at the sole discretion of the Operator, subject to the terms of this Agreement. Except as specifically provided herein, in no event will any adjustment, replacement, or refund be made because of the position or placement of any Advertisement Material.

   c. Sponsor shall be responsible for adhering to all deadlines imposed by the Operator with respect to the submission of Advertisement Material. Sponsor shall be responsible for checking the copy of all Advertisement Material for accuracy and providing the Operator with prompt written notice of errors or changes within the applicable deadlines. The Operator shall not be liable (for consequential damages or otherwise, whether or not foreseeable) to Sponsor for any errors or omissions relating to any Advertisement Materials. The Operator shall make no change in the content of any Advertisement Materials without the prior written consent of Sponsor.

   d. No contest of any nature shall be part of any Advertisement Material unless Sponsor shall first submit full details thereof in writing to the Operator, and the Operator shall approve of such contest, which approval shall not be unreasonably withheld.

   e. Advertisement Material shall contain: (i) no mention of online auto sales; (ii) no misleading, unwarranted, exaggerated, or doubtful claims or statements, and Sponsor guarantees the truth of all claims and statements made in all Advertisement Materials; (iii) no infringement of another person’s or entity’s rights, whether by plagiarism, copyright or trademark infringement, or otherwise; (iv) no disparagement of any competitor or any competitor’s goods or services; (v) no statements or announcements that are slanderous, obscene, profane, vulgar, repulsive, or offensive, either in theme or in treatment; (vi) no mention by name of other generally advertised products or services; (vii) no lotteries, drawings, or other contests prohibited by law; (viii) the sale of tobacco as principal business; and (ix) the operation of an establishment engaging in exotic dancing.
6. Legal Compliance. The provisions of this Agreement and the rights herein granted are and shall be subject to applicable federal, state, and municipal laws and regulations and all actions of governmental bodies.

7. Rights of Refusal. Notwithstanding anything in this Agreement to the contrary, the Operator reserves the right to refuse to publish or display any Advertisement Material or portion thereof, and the right to cause to be interrupted any of the same while in progress, if the Operator reasonably and in good faith determines that such Advertisement Material is of substandard technical quality or not in conformity with generally accepted standards of good taste in the local community; provided, however, that in any such event, the Operator shall notify Sponsor within a reasonable time stating the reason for such refusal or interruption.

8. Indemnification.

   a. Sponsor hereby agrees to defend, indemnify, and hold harmless the Operator from and against any and all loss, liability, damage, claim, demand, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) to the extent arising out of or relating to: (i) the character, content, or subject matter of any advertising, sponsorship, or promotional material published or displayed pursuant to this Agreement, including, without limitation, any violation or alleged violation or infringement or alleged infringement of any copyright, trademark, trade name, or other proprietary right or any claim for libel, slander, unfair or illegal trade practice, unfair or illegal competition, or invasion or violation of any right of privacy; or (ii) the negligence or willful misconduct of Sponsor.

   b. Operator hereby agrees to defend, indemnify, and hold harmless Sponsor, its parent companies, affiliates, subsidiaries, and each of their respective directors, officers, shareholders, employees, contractors, agents, representatives, successors, and assigns, from and against any and all loss, liability, damage, claim, demand, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating to (i) Operator's breach of this Agreement; or (ii) the negligence or willful misconduct of Operator, its employee(s), agent(s), representative(s), guest(s), or invitee(s).

   c. The Operator's acceptance or approval of any Advertisement Material shall not affect Sponsor's indemnification obligations under this Agreement.

   d. Notwithstanding any other provision of this Agreement, all indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement.

9. Film/Video Productions. Sponsor hereby acknowledges that the PREMIER Center may be rented or used for the production of motion pictures, films, and/or videos (each a "Film") and hereby consents to such use. Sponsor recognizes that, in connection with the production of a Film, its signage may be required to be covered, shrouded, or not operated, and Sponsor hereby consents thereto. In the event that Sponsor’s signage is not required to be covered, shrouded, or not operated in connection with the production of a Film, and provided that Sponsor shall not be required to pay any fee or charge in connection with the production, distribution, or exhibition of the Film, Sponsor hereby releases all claims arising from the exhibition or appearance of Sponsor's signage in a Film that is produced pursuant to a contract with the Operator; provided, however, that such signage may be exhibited or appear in such Film only with Sponsor’s prior written consent and in the absence of such consent, such signage shall be covered, shrouded, or not operated in connection with such Film.
10. Force Majeure.

   a. If the Operator shall be temporarily prevented, in whole or in part, from performing its obligations hereunder by virtue of any cause beyond its reasonable control (including, without limitation, any act of God, emergency, war, act of terrorism, accident, player strike, referee strike, labor difficulty, legal restriction, government action, or mechanical difficulty, each such cause being a "Force Majeure Event"), then the Operator’s obligations under this Agreement shall be excused for a period of time equal to the period during which it shall have been prevented from performing. In no event shall Sponsor be entitled to any damages, payment, or remedy hereunder as a result of any such Force Majeure Event.

   b. If any Force Majeure Event makes it permanently impractical or impossible for the Operator to fulfill its obligations under this Agreement, the Operator shall give prompt written notice thereof to Sponsor, and, as of the date of such written notice, this Agreement shall terminate and the parties hereto shall be relieved from further performance hereunder. If this Agreement is so terminated, then Sponsor shall be entitled to an adjustment of the amounts previously paid hereunder for that portion of the Term that remains.

11. Default. In the event Sponsor (i) files any petition in bankruptcy, (ii) makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act or (iii) becomes subject to the appointment of a receiver or trustee for itself or any of its property, then the Sponsor shall be entitled to terminate this Agreement effective immediately upon notice of termination delivered in writing to the Sponsor. Other than as set forth in the immediately preceding sentence, in the event of a default by either party in the performance of any of the terms of this Agreement (except as provided in Section 10 above), which default shall not have been remedied within three (3) business days (in the event of a payment default) or ten (10) business days (in the event of any other default) after notice of the default has been delivered to the defaulting party, the non-defaulting party may, in addition and without prejudice to any other remedies that may, under the circumstances, be available to it, terminate this Agreement effective immediately upon notice of termination delivered in writing to the other party.

12. Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors and nothing herein shall be construed to create or imply an employer/employee, agency, joint venture, partnership, or other relationship, it being acknowledged that each of the parties is engaged in its own separate and distinct business and is not under the control of the other party in the performance of the agreements herein contained. Sponsor has made no payment directly or indirectly to any elected official, officer, or employee of the Operator or of any public trust where the Operator is a beneficiary of money or any other thing of value to procure this Agreement.

13. Support. Sponsor agrees that it shall use its good faith reasonable efforts to support the Events Center and encourage the sale of tickets to events at the PREMIER Center. Each party shall cooperate in good faith in effectuating the provisions of this Agreement and considering any proposals of the other.

14. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles. The parties agree that venue of any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in Minnehaha County, South Dakota and each party waives any objection to such venue.

15. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties hereto, and supersedes all prior oral or written representations and agreements, if any, of the parties with respect to the subject-matter hereof. No waiver or amendment of any of the terms of this Agreement shall be binding or enforceable unless in writing and executed by the parties hereto.
16. Notices. All notices permitted or required hereunder shall be given in writing and shall be addressed to the parties at their respective addresses as set forth below their signatures hereto (or to such other address as the notifying party shall have been informed pursuant to this Section 16 by the recipient party), shall be actually delivered in person or by a nationally recognized overnight delivery service or sent postage prepaid by registered or certified mail with return receipt requested, and shall be deemed effective upon delivery or 5 business days after such mailing.

17. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Sponsor may not assign any of its rights and obligations under this Agreement without the prior written consent of the Operator, which consent may be withheld in the Operator’s sole discretion.

18. Severability. If any provision of this Agreement is in conflict with any applicable statute, regulation, or rule of law, then such provision shall be deemed to be null and void to the extent that it is in conflict therewith, but without invalidating such provision in any other circumstance or any of the then-remaining provisions hereof.

19. Headings. The section headings herein are for convenience of reference only and are not part of and shall not affect the construction of this Agreement.

20. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together form one agreement.

21. Retention of Rights. Except as specifically provided by this Agreement, Sponsor does not obtain by virtue of this Agreement any right, title, or interest in the Events Center or any of the trademarks used in the PREMIER Center, nor does this Agreement give Sponsor the right to use, refer to, or incorporate in marketing or other materials any name, logo, trademark, or copyright used by the PREMIER Center without the prior written consent of the Operator.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below to be effective on the date of execution by the Operator.

SPONSOR

Title: President
Date: April 8, 2019

Name: Bill Chesser
Printed: Bill Chesser
Address: 4532 N. Cliff Ave

OPERATOR

By: Michael Krewson
Date: 4-8-19

Name: Mike Krewson
Printed: Mike Krewson
Title: Senior Mgr.

Address: 1281 North West Avenue
Sharon Hills, SD 57104
DRAFT

Sioux Falls City Naming Committee
2017 Annual Report

An advisory committee to the Mayor and City Council on matters related to the naming, renaming, or commemorative designation of city property, including building facilities and interior spaces thereof.

Membership
Matt Burns - Police Chief (Vice Chairperson)
Mike Cooper – Director of Planning and Building Services (Chairperson)
Mark Cotter – Director of Public Works
Jodi Fick - Director of Siouxland Libraries
Don Kearney - Director of Parks and Recreation
Brad Goodroad – Fire Chief

Public At Large Appointees
Jesus Ramierz – Term Expires January 2017; Replaced by Amy Pokela (Term is March 2017 to March 2020)
Jeff Wilkes – Term Expires December 2016; Vacancy
Mark Young – Term Expires December 2015; Reappointed to December 2018;

Membership Term Expirations:
Jodi Fick, new Siouxland Libraries Director, replaced Mary Johns
Brad Goodroad, new Fire Chief, replaced Jim Siders

Sioux Falls City Naming Committee
Established by city ordinance (22-13) in April 2013, the Sioux Falls City Naming Committee is a group of nine persons who serve in an advisory capacity, providing guidance and recommendations to the Mayor and City Council on matters related to the naming, renaming, or commemorative designation of city property, including building facilities and interior spaces thereof. The City Naming Committee consists of the Planning Director (who shall serve as chairperson); Public Works Director; Police Chief; Fire Chief; Parks and Recreation Director; Library Director; and three representatives of the public at large. The three public at large members are appointed by the Mayor. The appointments are subject to the review and approval of the City Council. The appointments are for a three year term, and the Public At Large appointment members are limited to two consecutive terms.

2017 Program Activities and Projects

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
<th>Decision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, February 17</td>
<td>1:30 pm</td>
<td>City Hall Commission Room</td>
<td>224 W 9th Street *</td>
</tr>
<tr>
<td>Friday, April 21</td>
<td>1:30 pm</td>
<td>City Hall Commission Room</td>
<td>224 W 9th Street *</td>
</tr>
<tr>
<td>Friday, August 18</td>
<td>1:30 pm</td>
<td>City Hall Commission Room</td>
<td>224 W 9th Street</td>
</tr>
<tr>
<td>Friday, November 17</td>
<td>1:30 pm</td>
<td>City Hall Commission Room</td>
<td>224 W 9th Street</td>
</tr>
<tr>
<td>Friday, December 15</td>
<td>1:30 pm</td>
<td>City Hall Commission Room</td>
<td>224 W 9th Street *</td>
</tr>
</tbody>
</table>

* No City Naming Committee Meetings were held on these dates in 2017, due to the lack of meeting agenda items.

- Recommendation(s) to Name Facility Space(s) on Public Property
2017-10-01 Review & Action for renaming city property from "Discovery Gift Store" to "Jack's Imagination Lab" on second floor in the Washington Pavilion at 301 S Main Avenue.
Recommendation to APPROVE on November 17, 2017.
City Council APPROVED Ordinance # 121-17 on December 19, 2017.

The City Naming Committee meets quarterly, the third Friday of each quarter, at 1:30 p.m. at City Center, Cooper (Falls) Conference Room #110, located at 231 N Dakota Avenue in Sioux Falls, SD. The Committee is pleased to have visitors attend their meetings at any time.

For further information visit the Commissioner's website page link at:

DRAFT
Sioux Falls City Naming Committee
2018 Annual Report

An advisory committee to the Mayor and City Council on matters related to the naming, renaming, or commemorative designation of city property, including building facilities and interior spaces thereof.

Membership
Matt Burns - Police Chief
Mike Cooper - Director of Planning and Building Services
Mark Cotter - Director of Public Works
Jodi Fick - Director of Siouxland Libraries
Don Kearney - Director of Parks and Recreation
Brad Goodroad - Fire Chief

Public At Large Appointees
Ronald Rysavy (Term Expires March 2021) appointed in February 2018 to February 2021 to replace Jeffy Wilkes
Amy Pokela (Term Expires March 2020)
Mark Young (Second Term Expires December 2018)

Membership Term Expirations:
Jeffy Wilkes - Resigned in February 2018
Mark Young - Second term expired December 2018

Sioux Falls City Naming Committee
Established by city ordinance (22-13) in April 2013, the Sioux Falls City Naming Committee is a group of nine persons who serve in an advisory capacity, providing guidance and recommendations to the Mayor and City Council on matters related to the naming, renaming, or commemorative designation of city property, including building facilities and interior spaces thereof. The City Naming Committee consists of the Planning Director (who shall serve as chairperson); Public Works Director; Police Chief; Fire Chief; Parks and Recreation Director; Library Director; and three representatives of the public at large. The three public at large members are appointed by the Mayor. The appointments are subject to the review and approval of the City Council. The appointments are for a three year term, and the Public At Large appointment members are limited to two consecutive terms.

2018 Meetings and Projects - NONE*
Friday, February 16 1:30 pm City Hall Commission Room 224 W 9th Street *
Friday, May 18 1:30 pm City Hall Commission Room 224 W 9th Street *
Friday, August 17 1:30 pm City Hall Commission Room 224 W 9th Street *
Friday, November 16 1:30 pm City Hall Commission Room 224 W 9th Street *

* No City Naming Committee Meetings were held on these dates in 2018, due to the lack of meeting agenda items.

Parks & Recreation Board Naming –
• Application #2018-09-01 to allow the 50 Meter Pool and Mezzanine level at Midco® Aquatic Center to be named the "Sanford Health 50 Meter Pool" and the "Sanford Health Mezzanine". City Council adopted Resolution #108-18 on November 13, 2018.
• Application #2018-10-01 to allow the existing Meeting Rooms 1 and 2 in the Midco® Aquatic Center to be named “Papa John's Party Room 1” and "Papa John's Party Room 2" and collectively referred to as the "Papa John's Party Rooms". City Council adopted Resolution #109-18 on November 13, 2018.

(over)
The City Naming Committee meets quarterly, the third Friday of each quarter, at 1:30 p.m. at City Center, Cooper (Falls) Conference Room #110 located at 231 N Dakota Avenue in Sioux Falls, SD. The Committee is pleased to have visitors attend their meetings at any time.

For further information visit the Commissioner’s website page link at: